449; *Bowden* v. *Brown*, 200 Mass. 269, 86 N. E. 351. See 2 PERRY, TRUSTS, 6 ed., §§ 723, 726, 727, 728, note *a*; 1 JARMAN, WILLS, 6 Am. ed., star pp. 206–210; 33 HARV. L. REV. 598; 4 VA. L. REV. 224. The heirs should take, not under the express gift over (which after the perpetual gift to charity is void for remoteness), but under a resulting trust (which is not affected by the rule against remoteness). *Bowden* v. *Brown*, *supra*. See 2 PERRY, *op. cit.*, §§ 724, 726. See GRAY, RULE AGAINST PERPETUITIES, 2 ed., §§ 592, 593, 603 *e*, 603 *i*. The court seems to have lost sight of this possibility, and to have acted on a misapprehension of *In re Bowen*, [1893] 2 Ch. 491. The language of *In re Bowen* leaves us in doubt as to the ultimate disposition of the property in that case; but the decision, that an express gift over to third parties in a similar settlement is void, is entirely sound, and warrants no such result as the court reached here.

WAREHOUSEMEN — CONTRACT EXEMPTING FROM LIABILITY FOR NEGLIGENCE. — A lumber company, to whose rights the plaintiff stands subrogated, was notified by the defendant company that during an anticipated strike it would store no lumber except on condition that it be free from liability for loss from any cause. Lumber stored during the strike was burned during a fire caused by the negligence of one of the defendant's employees in operating a machine attached to an improperly constructed oil tank. *Held*, that the plaintiff cannot recover. *Northwestern Mutual Fire Ass'n* v. *Pacific Wharf and Storage Co.*, 200 Pac. 934 (Cal.).

By the weight of American authority, bailees engaged in businesses "affected with a public interest" may not contract for exemption from liability for negligence. *Railroad Co.* v. *Lockwood*, 17 Wall. (U. S.) 357. See *Gulf Compress Co.* v. *Harrington*, 90 Ark. 256, 119 S. W. 249; *Patterson* v. *Wenatchee Canning Co.*, 59 Wash. 556, 558, 110 Pac. 379, 380. *Contra*, *Cragin* v. *N. Y. C. Ry. Co.*, 51 N. Y. 61. On principle this seems sound. It is contrary to public policy that bailees whose services are almost indispensable to the public and who enjoy unusual advantages should be permitted to use the strength of their position to coerce the public into oppressive contracts. See *Railroad Co.* v. *Lockwood*, *supra*, at 379. See Hugh E. Willis, "The Right of Bailees to Contract against Liability for Negligence," 20 HARV. L. REV. 297. If the prevailing doctrine is accepted, the principal case cannot be upheld because of its exceptional circumstances. The existence of the strike might justify the defendant in discontinuing its business; but the defendant has not done so. While the business is continued, it is doubtful if the defendant can limit its liability even for the results of the strike, such as the negligence of inexperienced employees. The interests against such limitation still outweigh the interests of the defendant. *A fortiori* there is no ground for allowing a general limitation, covering a case where the negligence is, as here, entirely disconnected from the strike.

WILLS — CONSTRUCTION — "DIE WITHOUT ISSUE WHO SHALL REACH TWENTY-ONE." — A farm was devised to A for life, then to B absolutely, but if B should "die without issue who shall reach twenty-one," then to C. The Wills Act provides that words "which may import either a want or failure of issue of any person in his lifetime or at his death or an indefinite failure of his issue," shall be construed to mean a definite failure of issue unless a contrary intention shall appear by the will. (7 WILL. 4 & 1 VICT., c. 26, § 29.) *Held*, that the gift to C is void for remoteness. *In re Thomas*, [1921] 1 Ch. 306.

Where in a gift on failure of issue either a definite or an indefinite failure might be meant, the common law presumed that the testator intended an indefinite failure. *Candy* v. *Campbell*, 2 Cl. & F. 421. See HAWKINS, WILLS, 1 ed., 206. The Wills Act presumes a definite failure. See LEWIS, LAW OF